

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.: 05-12317

AMERICAN TOWER CORPORATION,
Plaintiff,

v.

J.L.B. CONSTRUCTION, INC., 21ST
CAPITAL CORPORATION, PRIME
COMMUNICATIONS, LLC, AMF
ELECTRICAL CONTRACTORS, INC.,
HEINZ CORPORATION, DANIEL
WENESS CONSTRUCTION,
WESTERN STATES TOWER, LLC,
WEST CENTRAL CONSULTING
SERVICES, INC., STEWART
ELECTRIC, INC., GLOBAL TOWER
SERVICE, ADVANCED LIGHTNING
TECHNOLOGY, LTD. and GULF
COAST STEEPLEJACK,
Defendants.

**PLAINTIFF'S MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT
AND DEPOSIT ADDITIONAL FUNDS INTO THE REGISTRY OF THE COURT**

NOW COMES the Plaintiff American Tower Corporation ("American Tower") and, in accordance with Rule 19(a) of the Federal Rules of Civil Procedure, hereby seeks leave of Court to amend its Complaint and Demand for Jury Trial against the Defendants to add allegations related to the Plant City site, another construction project for which JLB Construction, Inc. was hired as the contractor, and deposit additional funds into the Registry of the Court related to accounts payable for the Plant City site.

The Plaintiff seeks to add allegations in its Complaint related to an additional site referenced in a purchase order and subject to the Master Contractor Agreement (the "Agreement") by and between the Defendant JLB and the Plaintiff, and to deposit additional funds allegedly owed to the Defendant JLB under the Agreement into the Registry of the Court. Specifically, American Tower seeks to add allegations referring to the work site "Plant City" in Kissimmee, Florida, and include the accounts payable for the Plant City site in the interpleader action related to the other twenty-two (22) tower sites listed in the original complaint. Further, the Plaintiff requests permission to deposit the additional funds allegedly owed to JLB under the Agreement for that site into the Registry of the Court.

In support hereof, the Plaintiff states as follows: On or about January 1, 2003, the Defendant JLB and the Plaintiff American Tower entered into the Agreement whereby JLB was to provide construction services at any number of tower sites leased by American Tower. JLB was authorized to hire subcontractors to perform work at the sites, as detailed in the Agreement. A purchase order describing the site, the work to be completed and the contract price was issued for each site under the Agreement. A copy of the particular purchase order related to Plant City (Order Number 51646) is attached hereto as *Exhibit 1*.

In or around October, 2004, the Plaintiff learned that JLB was hiring subcontractors without authorization, was failing to remit payment to the subcontractors, and, on information and belief, had entered into a factoring agreement with a company called 21st Capital for payment of all of JLB's account receivables under its Agreement

with the Plaintiff. As such, Plaintiff filed an action for breach of contract and for interpleader, among other claims, to ensure that the proper parties were paid their appropriate just compensation without incurring additional and unnecessary expense defending multiple actions.

In the original complaint, filed November 1, 2004, the Plaintiff named twenty-two (22) sites as being subject to the Agreement. Since that date, American Tower has discovered that an additional site (the Plant City site) subject to the Agreement may have an outstanding balance due. Based on the foregoing, it is necessary to add the allegations related to the Plant City site to the Complaint, and to deposit the additional funds into the Registry of the Court which are related to the Plant City construction work and allegedly owed to JLB under the Agreement.

WHEREFORE the Plaintiff respectfully requests that this Honorable Court allow its Motion to Amend the Complaint and to Deposit Additional Funds into the Registry of the Court. A copy of the proposed First Amended Complaint and Demand for Jury Trial is attached hereto as *Exhibit 2*.

Respectfully submitted,
AMERICAN TOWER CORPORATION,
By its attorneys,

/s/Gregory J. Aceto
Gregory J. Aceto, Esq.
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Dated: April 22, 2005